

Exhibit B

Trust Agreement

WORKERS' COMPENSATION
TRUST FUND AGREEMENT

THIS TRUST FUND AGREEMENT (hereinafter called the "Trust Agreement"), made as of the 1st day of January, 2018, by and among the following parties:

Mercy Hospital, Iowa City, IA,

a self-insured employer in the state of Iowa with its principal place of business at 500 E. Market Street, Iowa City, IA 52245

(hereinafter called the "Principal"), the Commissioner of Insurance, Insurance Division of Iowa (hereinafter with its successors in trust, called the "Trustee") and Hills Bank & Trust Company,

a financial institution duly licensed to carry out business in the state of Iowa (hereinafter called the "Trustee's Agent").

WITNESSETH

WHEREAS, the Principal, is an employer subject to the provisions of Iowa Code chapters 85, 86 and 87 and desires to deposit such security with the Trustee; and

WHEREAS, Hills Bank & Trust Company is willing to serve as the Trustee's Agent in accordance with the provisions of this Trust Agreement; and

WHEREAS, the parties hereto wish to establish this Trust Agreement in writing and create and operate a Trust Fund.

NOW, THEREFORE, it is mutually agreed as follows:

PURPOSE

Applicable Statute and Regulation

The provisions of Iowa Code section 87.11 as amended provide for relief from insurance requirements of Iowa Code chapter 87 upon the Principal's deposit with the Trustee, security satisfactory to the Trustee as guaranty for payment of the compensation provided for in Iowa Code chapter 87 in the manner set forth by administrative rules 191 IAC 57.1 et seq. The Principal waives all claims related to the Trustee's administration of the Trust Fund, including payment of claims and expenses, against the State of Iowa, the Trustee and Trustee's successors in trust. The Trustee shall not be liable for any neglect, omission, or wrongdoing of such successors in trust, agents or counsel.

ESTABLISHMENT AND OPERATION OF TRUST FUND

Assets and Account Number

All assets designated in Exhibit A attached hereto have been deposited by _____
Mercy Hospital, Iowa City, IA _____ as the Principal, with the Trustee, through
Hills Bank & Trust Company _____ as the Trustee's Agent in Account Number
1035016928 (hereinafter called the "Trust Fund"). Principal hereby represents and warrants that it
is the sole beneficial owner of all of the funds in the deposit, free and clear of any and all liens or
encumbrances thereon, except for the rights and duties of the Trustee created by this Agreement.

Relinquishment of Claims

The Principal relinquishes any and all claims in the Trust Fund and agrees that the Trust Fund is
for the exclusive use of the Trustee pursuant to Iowa Code chapter 87 as amended and the rules
promulgated thereunder. The Principal shall retain a right to the residuum, if any, in the event all claims
and expenses are paid.

PAYMENTS

Default

If the Principal fails to pay any final award under the Iowa Workers' Compensation laws, such
failure is hereinafter referred to as a "default", which the Trustee may certify.

Certification of Default

The Trustee shall certify to the Trustee's Agent that a default by the Principal in compliance with
the Iowa Workers' Compensation laws has occurred and that the Principal has not cured the default after
written notice of such event to the Principal within five (5) calendar days.

Procedures Upon Certification of Default

- a. The Trustee may retain an individual or entity to administer the funds and direct that
reasonable administrative expenses be paid from the assets of the Trust Fund.
- b. Payment by the Trustee from the Trust Fund to a claimant in settlement of one or
more claims shall discharge the Principal as to those claims and shall reduce the
amount of this fund to the extent of such payment or payment.

Disbursements to Claimants

Disbursements from the Trust Fund assets to claimants shall be made upon presentation to the
Trustee or its designee of any of the following:

- a. An agreement between the Principal and a claimant on the amount to be paid; or
- b. A certified copy of the settlement of a claim between the Principal and a claimant

which has been approved by the Industrial Commissioner under the settlement provisions of the Iowa Workers' Compensation laws; or

- c. A certified copy of a final decision by the Industrial Commissioner or a court of law.

Claim payments, after default has been certified by the Trustee, may be made at the discretion of the Trustee where liability is deemed to exist.

Use of Trust Assets

The Trust Fund shall not be used to pay fees, salaries or expenses for legal representation or other professional services provided on behalf of the Principal. The Trust Fund shall not be subject to attachment, levy or execution based on claims other than the claims described herein. However, the Trustee's expenses, legal and otherwise, may be paid from the assets of the Trust Fund.

ACCOUNTS AND REPORTS

Books of Account

The Trustee's Agent shall keep accurate accounts of all investments, receipts, disbursements, and other transactions hereunder, which accounts, including any books and records relating thereto, shall upon reasonable prior written notice be open at all reasonable times to inspection and audit by any persons designated by the Principal or the Trustee.

Reports

The Trustee's Agent shall furnish to the Principal and the Trustee quarterly statements of the financial condition of the Trust Fund and such other information as may be reasonably requested.

Resignation

The Trustee's Agent may resign at any time by giving at least sixty (60) days advance written notice of resignation to the Trustee and to the Principal. In the event that the Trustee's Agent has not received notice of the designation of a successor Trustee's Agent, the Trustee's Agent's sole responsibility after that time shall be to safe keep the trust assets until direction is received from the Trustee.

Appointment of Successor Trustee's Agent

The Principal shall, with the approval of the Trustee, appoint a successor Trustee's Agent having all the rights, powers, and duties provided the Trustee's Agent in this Trust Agreement.

Termination Events

On termination of the Trust for any reason, the Trustee's Agent shall, pay over, assign, and deliver all remaining trust assets as directed by the Trustee and deliver to the Trustee and the Principal a final accounting with respect thereto, whereupon this Trust and Trust Agreement shall terminate.

Upon the expiration of one hundred twenty (120) days following receipt by the Principal and the

Trustee of said final accounting, the Trustee's Agent shall be discharged of any further duties and responsibilities hereunder except with respect to (a) matters to which the Principal or the Trustee have objected during said one hundred twenty (120) day period, and (b) acts and transactions that involve manifest error or fraud.

GOVERNING LAW, SITUS OF TRUST FUND AND JURISDICTION OF COURT

Governing Law

This Trust Agreement and the Trust Fund created hereby shall be construed, regulated, and administered under the laws of the State of Iowa. The rights, duties, protections, immunities, privileges and indemnities of the Trustee's Agent shall be governed by the laws of the State of Iowa.

Situs of Trust Fund

All contributions to the Trust Fund shall be deemed to take place in the State of Iowa.

Jurisdiction of Court

The parties agree that whenever a court of competent jurisdiction is referenced within this document or whenever a court of competent jurisdiction is called upon to resolve issues relating to this Trust Fund, said court of competent jurisdiction shall be restricted to the Iowa District Court for Polk County, Des Moines, Iowa. The parties hereby voluntarily, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, among them arising out of, in connection with, related to, or incidental to the relationship established among the Trustee's Agent, the Principal and the Trustee in connection with this Trust Agreement.

No Third Party Beneficiaries

Nothing in this Agreement shall give, or be construed to give, any person or entity, other than the parties hereto, any legal or equitable right, remedy or claim under this Agreement.

EXECUTION OF AGREEMENT

This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed original, and said counterparts shall constitute but one and the same instrument.

IN WITNESS HEREOF, the parties have caused their names to be signed by their duly authorized representatives:

PRINCIPAL: Mercy Hospital, Iowa City, IA

BY: Doug Davenport
TITLE: Interim Chief Financial Officer
DATE: 12/28/2017

TRUSTEE'S AGENT: Hills Bank & Trust Company

BY: Leah Marshall
TITLE: Wealth Management officer
DATE: 12/28/2017

TRUSTEE (IOWA INSURANCE DIVISION):

BY: [Signature]
TITLE: Ins. Co. Examiner SR.
DATE: 1/29/2018

EXHIBIT A

to

Mercy Hospital, Iowa City, IA
TRUST FUND AGREEMENT

with

IOWA INSURANCE DIVISION

As the Trustee's Agent, we acknowledge receipt of the funds necessary to invest in investments that are in accordance with Iowa Code section 636.23(1)-(12) in the amount of \$ 1,500,000 and will hold said funds pursuant to the terms of this Trust Agreement.

TRUSTEE'S AGENT: Hills Bank & Trust Company

BY: DocuSigned by: Kathy Marshall
TITLE: 201B22CB24CA44E wealth Management officer
DATE: 12/29/2017

Revised 12/2017